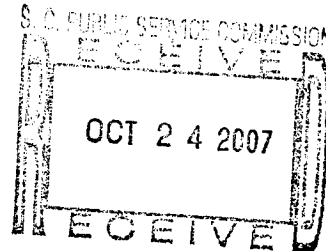


189/20

1253 Harlees Bridge Road  
Dillon S.C. 29536  
Ph: 843 841 1606  
Fx: 843 774 2050

October 19, 2007

Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
S.C. Public Service Commission  
P.O. Drawer 11649  
Colombia S.C. 29211  
Ph: 1803 896 5113; Fx: 1 803 896 5231



Dear Mr. Terreni:

Subject: Processing of Regulatory Issues Pursuant to Administrative Relief and Mitigation

Ref: My Supplemental Memorandum to Request for Information on Change of Providers dated September 27, 2007.

Progress Energy Petition No. 2004-219-E

"Mutual Release" dated Sept.18, 2007 by and between Progress Energy and the Undersigned.

Enclosed please find copies of correspondence as follows for your attention:

1. Copy of letter to Marlboro Electric cooperative dated Oct. 18, 2007
2. Original of my letter to you dated Oct. 19, 2007, telefaxed on Oct. 22, 2007.
3. Copy of my letter to Progress energy dated Oct. 22, 2007 re connection of electric service.

You are respectfully reminded that I await receipt of responses from the Hearing Officer to prior pleadings.

Thank you

A handwritten signature in black ink, appearing to be "BW" or similar initials, written over the words "Thank you".

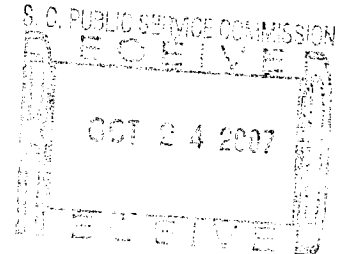
Beatrice Weaver

1253 Harllees Bridge Rd  
Dillon S.C. 29536

Oct. 18, 2007

Mr. William L. Fleming  
President  
Marlboro Electric Cooperative  
254 Highway 15-401 By Pass. E.  
Bennettsville S.C. 29512

Ph: 1 843 479 3855



Dear Sir:

Subject: Request for Information Re Change of Providers to Marlboro  
Electric Cooperative

Please be advised that our request for a change of providers from Progress Energy Carolinas, Inc (PEC) to Marlboro Electric Cooperative (MEC) is now formally before the Public Service Commission of S.C. for processing. It was listed as Item 9 on the Agenda for the Oct. 17, 2007 Meeting of the Commission.

This is a follow up to my telephone call to your Office last week to discuss the subject matter. Since I have not yet received a response, I decided to write directly to your Office, since time is of the essence with respect to the matter at hand.

Enclosed please find a copy of paragraph 5 of the settlement agreement with PEC executed on Sept. 18, 2007. It relates directly to PEC's consent to the changeover subject to protection of certain proprietary rights.

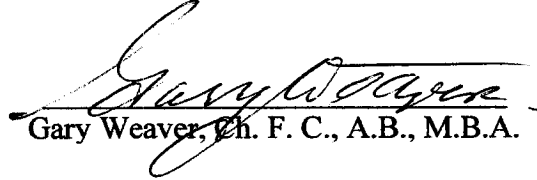
We are located in close proximity to your distribution transmission lines in Little Rock, Dillon County. We understand that the changeover would in fact involve accounting procedures and administrative arrangements between the two providers facilitated by modern computerization.

Please advise me at your earliest convenience regarding finalization of this matter. In as much as this changeover is a condition of the settlement agreement, time is of the essence with regards to compliance and mitigation. This inquiry is our good faith effort to mitigate any issues arising from the implementation of the paragraph 5 condition of the settlement agreement. Your cooperation is respectfully solicited to expedite the changeover.

If you wish I would be prepared to meet with you or one of your Senior Executives to discuss the above and other matters of business interest to your Cooperative.

Please feel free to have your Secretary telephone me to set up an appointment at a mutually convenient time..

Yours sincerely,

  
Gary Weaver, Ph. F. C., A.B., M.B.A.

PS: I represent The Wallenstein Trust, owner of the properties located at 1249, 1253, 1261 Harlees Bridge Road, Dillon S.C., in Little Rock, and 656 H.B. Rd at Bunker Hill, all of which are or will be serviced by MEC.

Att: Copy of Paragraph 5 of Settlement Agreement with PEC.

Cc: Mr. Charles L.A. Terreni ✓  
Chief Clerk/Administrator  
S.C. Public Service Commission  
P.O. Drawer 11649  
Colombia S.C. 29211  
Ph: 1803 896 5113; Fx: 1 803 896 5231

September 17, 2007.

(4)

*Julie Weaver*

(5)

Progress Energy Carolinas, Inc will consent to a request by Beatrice Weaver, Gary Weaver or the Beatrice Wallenstein Living Trust for a change of service provider to the premises owned by the said Trust or by Mrs. Weaver or by Mr. Weaver, and they acknowledge that the ultimate decision regarding the change of service will be subject to negotiations between the Progress Energy Carolinas, Inc. and the substitute service provider. There is no guarantee that Progress Energy will ultimately approve the change of service if such change of service involves any potential loss of current or future customers of Progress Energy Carolinas, Inc., other than the parties hereto.

*Beatrice Weaver*

Beatrice Weaver

*Gary Weaver*

Gary Weaver

We Consent:

*Daniel H. Shine*

Daniel H. Shine  
Attorney for Beatrice Weaver

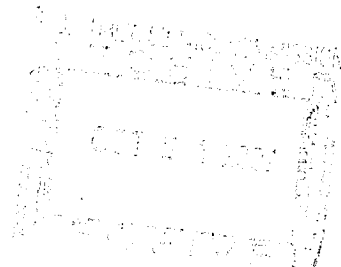
*Mark W. Buyck, III*

Mark W. Buyck, III  
Attorney for Progress Energy Carolinas, Inc.

1253 Harlees Bridge Road  
Dillon S.C. 29536  
Ph: 843 841 1606  
Fx: 843 774 2050

October 19, 2007

Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
S.C. Public Service Commission  
P.O. Drawer 11649  
Colombia S.C. 29211  
Ph: 1803 896 5113; Fx: 1 803 896 5231



Dear Mr. Terreni:

Subject: Processing of Regulatory Issues Pursuant to Administrative Relief and Mitigation

Ref: My Supplemental Memorandum to Request for Information on Change of Providers dated September 27, 2007.

Progress Energy Petition No. 2004-219-E

“Mutual Release” dated Sept.18, 2007 by and between Progress Energy and the Undersigned.

The purpose of this letter is to supplement for the record, previous formal correspondence to your Office for timely “Administrative Relief” and for “mitigation” as required under case law of this State.

For this purpose you are respectfully noticed that on or about September 27, 2007, Mr. Len Anthony filed with your Office a copy of that certain “Mutual Release,” the settlement agreement executed on September 18, 2007 by the Petitioner and Respondents in the matter of Progress Energy Carolinas, Inc (“Progress Energy” or “PEC”) Petition No. 2004-219.-E and Docket No: 2004-CP-17-232 in the Dillon Court of Pleas..

As I have notified your Office previously, unfortunately Progress Energy has not yet complied with the terms and conditions of **paragraphs 1 and 2 or 5** of the Release which called for immediate action by the utility.. On my part, I have complied with each and every condition provided in both paragraphs 1 and 2. Please note that the second settlement installment payment was duly made on October 18, 2007 as required in

Para.1.of the Release. Thus, as of this date, I am in full compliance with PART ONE of the Release as described to your Office in the telefaxed memorandum dated October 15, 2007.

Further, in good faith and for **purposes of administrative relief and mitigation**, I also initiated the Para. 5.process to expedite the change of providers by filing the request for information on the subject with the Commission.

PART TWO of the Release relates to regulatory matters before the Commission. Upon my request, the change of provider provisions in paragraph 5 of the Release was duly placed as Item 9 on the Agenda of your scheduled Meeting on October 17, 2007.

a. When I informed you that I shall be present, you removed Item 9 from the Agenda.

b. **I was not notified of the disposition of the subject postponement.**

**Please do so promptly.**

**Re: Dismissal of My Claims Against PEC.**

Because the dismissal of my claims against PEC before the Commission is contingent on the change of providers, which is under the Commission's jurisdiction, clarification is paramount as to the steps you shall take, including the timing.

**Effective Date of Dismissal**

The dismissal of matters before the Commission pursuant to paragraph 3 of the Release shall be processed when Progress Energy expeditiously complies with all the terms and conditions of the settlement agreement Release pursuant to paragraphs 1, 2 and 5. therein.

**Further Observations.**

Note that this first part of the Release deals with settlement of a consumer debt before the Dillon Court of Pleas. Therefore, with respect to the case law requirement to "exhaust administrative remedies" and for mitigation purposes, several issues of **policy and procedure** arise for clarification, for the record.

1. **Does the Commission have regulatory authority and jurisdiction to enforce Progress Energy's prompt compliance with the conditions stated in the Release that was formally filed with your Office by Mr. Anthony, as follows:**

- a. **Enforce paragraphs 1 and 2 of the Release to connect electric power to my residence?**
- b. **Enforce compliance with paragraph 5 of said Release to expedite the change of providers?**

2. With respect to paragraphs 3 and 4 of Part Two of the Release relating to regulatory matters before the Commission, the following question arises with relating to “exhausting administrative relief” and mitigation. Please advise if:

- a. **The Commission has regulatory authority and jurisdiction to enforce Progress Energy’s prompt compliance with the conditions stated in para. 3 and 4 of the Release. I believe it does not.**

Thus it is my position that any enforcement which may be necessary of he paragraphs 3 and 4 of the Release would fall within the jurisdiction of the Dillon Court where the lawsuit for an alleged consumer debt collection was processed. My compliance with the requirements of Paragraphs 3 and 4 are thus within my sole privilege and discretion.

Further, it is my position that as a resident and electricity consumer of this State, under the Statutes and Commission Regulations, I actually have a legal right to apply for a change of providers **at any time**, irrespective of any settlement agreement with PEC. In fact as such, I do not need to sign any legal document to any party that impedes that right. The Commission has a legal mandate to process any properly filed application for a change of provider by a S.C. consumer. The change may or may not be granted, but the Commission must duly process the application.

In this case we have a unique feature. Under the terms of paragraph 5 of the Release filed with the Commission, **Progress Energy has already consented to the change of providers, subject only to preservation of certain proprietary rights.** That “loophole” is of concern, which is why I duly filed a request for policy and procedure guidance from the Commission on September 22, 2007..

Consequently, the Commission’s removal of Item 9 from the Agenda for the October 17, 2007 Meeting was inappropriate under the unique circumstances of this case.

**No regulatory or legal nexus exists between my request for guidance concerning the Commission's policy and procedures for a changeover, which is unrelated to any "Release" document.**

**However, I can, if I so wish, make the subject request independently of any pending "release" issue.**

The Commission's delay of due process of administrative relief and mitigation with no future date established for processing the request, has been harmful to the undersigned. For medical reasons well known to the Commission, time is of the essence in settling the issues I have placed before the Commission. See the Medical Certificate dated n or about October 12, 2007.

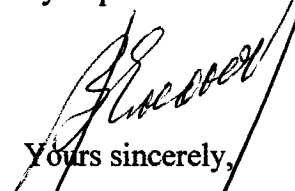
It is my position that the Commission does not have the jurisdiction over a civil agreement in settling a civil lawsuit in a civil court of law on a consumer debt collection action. In this case, the Commission's jurisdiction does not extend to include equitable or tortuous relief. Both the commission and ORS are strictly limited to regulatory issues, i.e., to enforce or not to enforce the electric power supply connection as requested, or to change or not to change providers as requested.

I respectfully request that Item 9 deleted from the October 17, 2007 Meeting Agenda, be placed back on the Agenda for the Commission's expeditious processing.

Your prompt response to the above requests is urgently requested.

**Time is of the essence.**

Thank you.

  
Yours sincerely,

\_\_\_\_\_  
B. E. Weaver  
Respondent Pro Se

Encl: Copy of letter to Marlboro Electric Cooperative dated Oct. 18, 2007  
Copy of letter to Progress Consumer Affairs Office dated Oct. 19, 2007

Cc: Mr. Gary Weaver  
Respondent Pro Se

Via U. S. Postal Certificate of Mailing and Telefax



**TO: Charles L.A. Terreni**  
**Chief Clerk**  
**Office of the Executive Director**  
**S.C. Public Service Commission**  
**Ph:1 803 896 5713/5230; Fax 1803 8965231**

**FROM: NAME: BEATRICE WEAVER**  
**ADDRESS: 1253 HARLLEES BRIDGE ROAD, DILLON S.C. 29536**  
**PHONE #: 1 843 841 1606**  
**TELEFAX #: 1 843 774 2050**  
**EMAIL :**

**SUBJECT: Progress Energy CASE No. 2004-219-E**

**DATE: Monday Oct. 22, 2007**

**No of Pages: 5 inclusive**

**MESSAGE:**

- 1. Attached please find my communication dated Oct. 19, 2007. (pp.4)**
- 2. Please acknowledge your receipt.**

**Thank you.** 

With US. Postal Certificate  
CONFIRMATION COPY FOR Legal Ref.

CC: SCPSC

PO Box 2041 / NC 276-02  
Supervisor  
Customer Service Center  
Progress Energy Carolinas, Inc

Fax: 1 919 232 5601

Attn: Mr. Cagle; Jo Anne, Analyst

Dear Sirs:

Subject: Formal Notice of Non Compliance with Settlement  
Agreement Re Connection of Electric Power

Ref: Account No. 221-185-1577  
Telefax Memoranda dated Oct. 5, 11, and 15, 2007  
Paragraphs 1 & 2 of Mutual Release dated Sept. 18, 2007

For the Record.

1. **This notice is the fourth good faith attempt at mitigation of the issues pursuant to Progress Energy Carolinas, Inc non-compliance with the referenced Mutual Release.**
2. It is now one month (34 days) since your company Progress Energy agreed to immediately connect electric service to my residence. Please refer to paragraphs 1 and 2 of the Release. This is the fourth notice that Progress has not yet done so, and that you continue in breach of the settlement agreement executed on September 18, 2007.
3. It is also the fourth notice that I have complied with all conditions required pursuant to said paragraphs 1 and 2 of the Release.
4. The second installment payment due on Oct. 18, 2007 has been duly paid. See notice filed with your Office, the Public Service Commission of S.C., and your attorney, under separate cover.
5. Pursuant to my notice duly filed with your Office on October 5, 2007, I again hereby remind you that I am assessing a **Late Penalty Fee of one hundred dollars per day (\$100.00) for each and every day that your company does not connect electric power to my residence as agreed.**



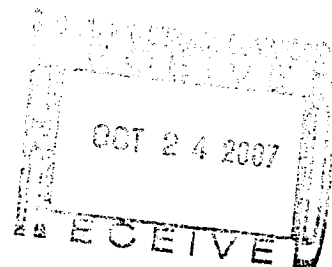
1253 Harlees Bridge Rd.  
Dillon, SC 29536

~~29536~~

Ph: 843 841 1606

Fx: 843 774 2050

Oct. 22, 2007



6. The accrued Late Penalty Fee to date is \$1,700.00 and counting.
7. Notice is hereby given that your continued violation of the settlement agreement may induce my request for further relief from the court. Costs of such actions would be claimed as further penalty for your breach of the agreement. **To mitigate such an event I request your immediate connection of electric power to my residence as agreed.**
8. You are also given formal notice that I have duly requested administrative relief and mitigation from the Public Service Commission of S.C on several occasions dating since the signing of the Mutual Release on September 18, 2007. These requests referred to paragraphs 1 & 2 of the Release concerning connection of electricity to my residence, and paragraph 5 of the Release concerning the changeover of providers. I anticipate the latter item will take some time to effectuate under the regulations, etc. Responses from the Commission are pending.
9. However Part Two of the settlement agreement (paragraphs 3 and 4) concerns regulatory issues before the Commission. This in no way affects your compliance with Part One of the Release relating to the collection of a consumer debt. You have received all payments and fees required on the due dates, to wit: \$1,000.00 on Sept. 19, 2007; a second \$1,000.00 on Oct. 18, 2007; a security deposit of \$177.00 as demanded by your Office on or about Sept. 24, 2007, and payment of a \$15.00 fee for electrical code safety inspection and approval to connect on Oct. 4, 2007. Thus some \$2,192.00 was duly paid on time, and some 30 days later I still do not have electric power connected to the house.
10. **Time is of the essence** for your compliance with the terms of the Release to connect electric power.

Yours sincerely,

  
Beatrice Wallenstein  
(aka Mrs. Beatrice Weaver)

Cc: Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
S.C. Public Service Commission  
P.O. Drawer 11649  
Colombia S.C. 29211  
Ph: 1803 896 5113; Fx: 1 803 896 5231